

(Rupees eight lakhs sixty seven thousand eight hundred)

For CITIZEN CREDIT™
CO-OP BANK LTD

Authorized Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, BUA DE CUREM
PANAJI, GOA 403 001

D-5/STN/ICA/35/10/2006-01(PART-III)

श्रीरत 34902 NON JUDICIAL ११
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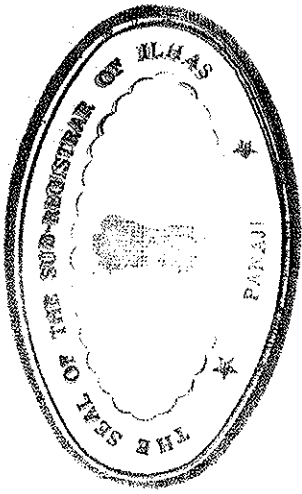
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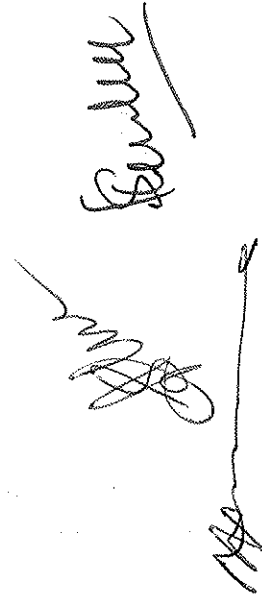
Name of Purchaser Rajdeep Builders



415/18
9/2/18



DEVELOPMENT AGREEMENT



Rajdeep
Proprietor

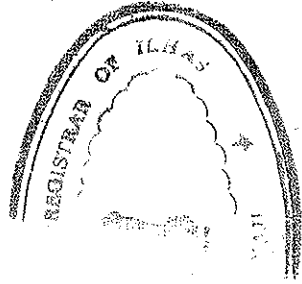
This Development Agreement is made and executed at Panaji, Goa on this 8th day of the month of February, of the Christian year Two Thousand and Eighteen i.e. (08/02/2018).

BETWEEN

- 1 Smt. Durgabai alias Durga Umakant Kenkre, wife of Late Umakant Bhalchandra Kenkre, 88 years of age, widow, holder of Pan Card bearing no.ADRPK1677K, also holding Aadhaar Card bearing no.8799 1876 6041 , represented through her duly constituted attorney her son Dr. Sunil Umakant Kenkre, vide power of attorney dated 29th March, 2014, registered under no. 425/2014, dated 29/03/2014, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.;

AND;

- 2 Dr. Sunil Umakant Kenkre, Son of Late Umakant Bhalchandra Kenkre, aged 58 years of age, married, occupation Doctor, holder of Pan Card bearing no. AJIPK6999B, and also holding Aadhaar Card bearing no. 7791 7767 8788, and his wife;
- 3 Mrs. Seema Sunil Kenkre, daughter of Anand Dukle, 49 years of age, married, occupation housewife, holder of Pan Card bearing no. AJIPK7003J and also holding Aadhaar Card bearing no. 8252 7090 6988; represented through her duly constituted attorney her husband Dr. Sunil Umakant Kenkre, vide power of

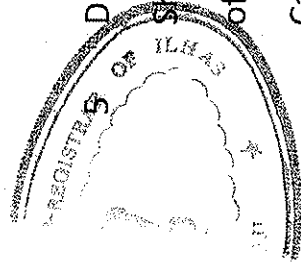


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[Circular notary stamp of the Registrar of ILHAS, dated 08/02/2018, with a signature in the center.]

attorney dated 28th December, 2017, registered under no. 1362/2017, dated 28/12/2017, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.; and

- 4 Dr. Sandeep Umakant Kenkre, Son of Late Umakant Bhalchandra Kenkre, aged 55 years of age, married, occupation Doctor, holder of Pan Card bearing no. ADKPK6743M, and also holding Aadhaar Card bearing no. 5931 8454 6176., and his wife;



Dr. Ashwini Sandeep Kenkre, daughter of Suresh Waman Shirwaikar, 50 years of age, married, occupation Doctor, holder of Pan Card bearing no. ADPPK9761L and also holding Aadhaar Card bearing no. 2261 2339 3614; represented through her duly constituted attorney her husband Dr. Sandeep Umakant Kenkre, vide power of attorney dated 28th December, 2017, registered under no. 1363/2017, dated 28/12/2017, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.;

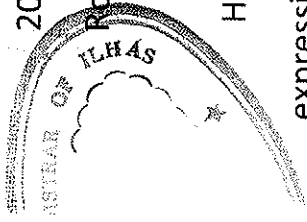
All the above parties are Indian Nationals and permanent residents of house no.469, Kenkre House, Cabeca, Santa Cruz, Tiswadi Goa.

Hereinafter referred to as the "ORIGINAL OWNERS" (which expression shall unless repugnant to the context or meaning thereof,

be deemed to include their heirs, successors, legal representatives and assigns) party of the **FIRST PART**.

AND

- 6 **RAJDEEP BUILDERS**, registered Proprietorship Firm of Mr. RAJESH TARKAR, age 43 years, son of Shri. Ulo Tarkar, Builder cum Developer, married, Indian National, holder of Pan Card bearing no.AFOPT9698A, having registered office at Office no. 202, 2nd Floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji – Goa.



Hereinafter referred to as the “**BUILDER/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs, successors, legal representatives and assigns) party of the **SECOND PART**.

AND

- 7 Smt. Vanashri Fatu Kenkre, widow of Late Fatu Bhalchandra Kenkre, 83 years of age, housewife, holder of Pan Card bearing no. ADYPK8494M also holding Aadhaar Card bearing no.4110 2533 8559, represented through her duly constituted attorney her son Shri. Nitin Fatu Kenkre, vide power of attorney dated 29th December, 2017, registered under no. 1368/2017, dated 29/12/2017, which is duly executed before the Notary Mr.

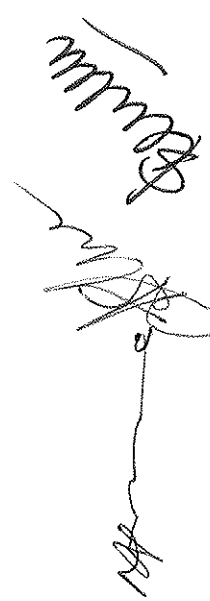
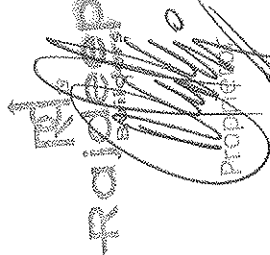
Sanjay A. Gaonkar, having office at Panaji – Goa., and her legal heirs;

- 8 Shri. Nitin Fatu Kenkre, son of Late Fatu Bhalchandra Kenkre, 54 years of age, businessman, married, holder of Pan Card bearing no. AAVPK1834D and also holder of Aadhaar Card bearing no. 9940 1013 9791, and his wife;

- 9 Smt. Pratibha Nitin Kenkre, daughter of Shri. Harish N.P. Zantye, 47 years of age, married, housewife, holder of Pan Card bearing no. AAVPK1833E and also holder of Aadhaar Card bearing no. 3944 8936 9361, represented through her duly constituted attorney her husband Shri. Nitin Fatu Kenkre, vide power of attorney dated 29th December, 2017, registered under no. 1369/2017, dated 29/12/2017, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji – Goa .

All the above parties are Indian Nationals and permanent residents of house no.592, Cabesa, Near HDFC Bank, Santa Cruz, Tiswadi Goa.

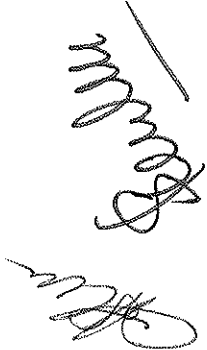
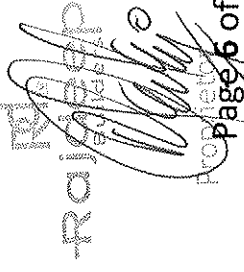
Hereinafter referred to as the “**CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) party of the **THIRD PART**.

WHEREAS, there exists the immovable property known as "PREDIO PALMAR CABECA" situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas in the State of Goa. The entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book no. B-19 New, mentioned as Plot A and described as of now in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New and registered in the Land Revenue record of Cujira under nos. 1 and 2. In this property there exists one house which is registered under Land Revenue records under no. 216 of Calapur, Santa Cruz, Goa. A portion of the property is Surveyed under new Survey no, 110/1, 111/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1 and 6/1 of Cujira Village, Tiswadi Taluka in the State of Goa., and is more particularly described in the Schedule – 1 written hereunder, and being hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS, the above SAID PROPERTY was originally owned by Late Bhalchandra Fatu Kenkre and on his demise as also of his wife, came to be owned by his seven children namely Shri. Umakant Bhalchandra Kenkre, Shri. Fatu Bhalchandra Kenkre, Shri. Trimbak Bhalchandra Kenkre, Shri. Diwakar Bhalchandra Kenkre, Shri. Shrikrishna Bhalchandra Kenkre, Shri. Shripad Bhalchandra Kenkre and Shri. Rajendra Bhalchandra Kenkre.

AND WHEREAS, vide a Deed of Partition dated 30/11/1970 registered in the office of the Sub-registered of Ilhas at Panaji under

no. 42 at pages 342 to 364 in Book no. I, Volume no. 48 on 23/02/1971, the SAID PROPERTY came to be allotted unto the seven sons of Late Bhalchandra Fatu Kenkre with one seventh share to each of the children

AND WHEREAS, vide Sale Deed dated 02/01/1973 registered in the Sub -Registrar office of Ilhas under no. 37 at pages 93 to 104 in Book no. Volume no. 71 on 19/01/1973, one co-owner Shri. Trimbak Bhalchandra Sinai Kenkre along with his wife conveyed and transferred their one seventh share in the SAID PROPERTY in favour of Shri. Umakant Bhalchandra Kenkre.

AND WHEREAS, vide another Sale Deed dated 19/03/1980 registered in the Sub -Registrar office of Ilhas under no. 373 at pages 337 to 346 in Book no. I Volume no. 150 on 06/10/1980, Shri. Shripad Bhalchandra Kenkre and his wife, Shri. Diwakar Bhalchandra Kenkre and his wife and Shri. Rajendra Bhalchandra Kenkre and his wife conveyed and transferred their undivided right and share in the SAID PROPERTY in favour of Late Fatu Bhalchandra Kenkre and his wife and Shri. Umakant Bhalchandra Kenkre and his wife.

AND WHEREAS, in terms of the Deeds aforementioned Shri. Umakant Bhalchandra Kenkre along with his wife Smt. Durga Umakant Sinai Kenkre became the absolute owner of half of the undivided right, share and interest in the SAID PROPERTY and Smt. Vanashri Fatu Kenkre and her husband Fatu Bhalchandra Sinai Kenkre the owner of the remaining half of the SAID PROPERTY.

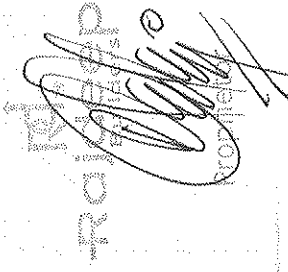


Rajdeep
Registrar
Ilhas
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AND WHEREAS, Smt. Vanashri Fatu Kenkre, Shri. Nitin Fatu Kenkre and his wife Smt. Pratibha Nitin Kenkre comprises the entire half share of Late Fotu Bhalchandra Kenkre and Smt. Durga Umakant Kenkre, Dr. Sunil Umakant Kenkre and his wife Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre and his wife Dr. Smt. Ashwini Sandeep Kenkre comprises the entire half share of Late. Umakant Bhalchandra Kenkre.

AND WHEREAS, Smt. Vanashri Fatu Kenkre, Shri. Nitin Fatu Kenkre and his wife Smt. Pratibha Nitin Kenkre comprises the entire half share of Late Fotu Bhalchandra Kenkre and Smt. Durga Umakant Kenkre, Dr. Sunil Umakant Kenkre and his wife Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre and his wife Dr. Smt. Ashwini Sandeep Kenkre have applied for and obtained the necessary permissions for the carrying of the construction on the Plot no. 4 admeasuring 1,900 sq.mts, and the Plot no. 7 admeasuring 1,100 sq.mts, and necessary permissions have already been obtained from the Town and Country Planning Department and the Village Panchayat of Santa Cruz, these plots located in the property bearing Survey no. 110(p) and 111(p) of the Village of Calapur and Survey no. 5(p) and 6(p) in Cujira Village, both in Tiswadi Taluka.

AND WHEREAS, by Deed of Partition dated 06/12/1990 a part of the said property comprising of Survey no.5, 6 and 64 of the Village of Cujira and Calapur was partitioned.

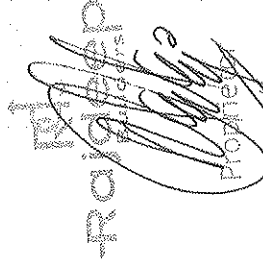
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AND WHEREAS, in or about the year 2005, Late Shrikrishna Bhalchandra Kenkre and Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre filed a Special Civil Suit no. 56/2005/B and Special Civil Suit no. 58/2005/B in the Court of Civil Judge Senior Division Panaji challenging the Deed of Sale dated 19/03/1980 and Deed of Partition dated 06/12/1990. On the death of said Shrikrishna Bhalchandra Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Niles Kenkre were impleaded as parties to the said Suit. The said Suits were dismissed on 22/10/2009 and 29/08/2009 respectively by the Court of Civil Judge Senior Division Panaji by Judgment and Order dated 22/10/2009 and 29/08/2009 respectively.

AND WHEREAS, Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Niles Kenkre carried forward the said litigation in appeal challenging the said Judgment in High Court of Bombay at Panaji, in First Appeal No. 192/2009 and also in First Appeal No. 252/2009.

AND WHEREAS, upon obtaining Conversion of the part of the property from Agricultural to non-Agricultural purpose and upon obtaining approval from the Town and Country Planning Department vide letter no. DE/PNJ/16/T/6119/TCP/93/5291 dated 14/10/1993 and from the Village Panchayat of Santa Cruz under no. VP/SC13/93-94 dated 17/10/1993. The said property was divided into Sub divided plots by Umakant Kenkre and heirs of late Fatu Kenkre.

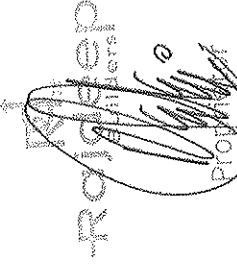




AND WHEREAS, by Deed of Gift dated 28/03/1981 registered in the office of the Sub-Registrar of Ilhas under no. 60 of Book no. I Vol no. 134 at pages 99 to 121 Shri Fatu Bhalchandra Kenkre, Smt. Vanashree Fatu Kenkre Shri. Umakant Bhalchandra Kenkre, and Smt. Durga Umakant Kenkre as donors conveyed and transferred inter alia the property Surveyed under Survey no. 110/1, 111/1 and 119/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1, 6/1 of Cujira Village in the State of Goa in favour of Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre and Shri. Nitin Fatu Kenkre.

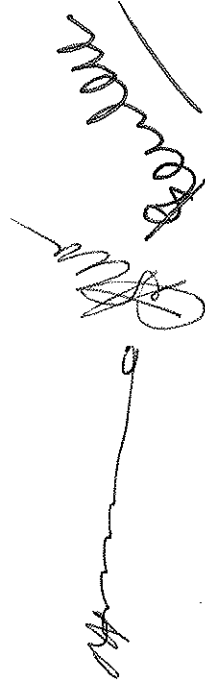
AND WHEREAS, in turn by Deed of Partition dated 28/03/1981 registered in the office of the Sub-Registrar of Ilhas under no. 374 of Book no. I, Vol. no. 179 at pages 172 to 185 on 25/09/1982 Shri Fatu Bhalchandra Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Umakant Bhalchandra Kenkre, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre and Shri. Nitin Fatu Kenkre the plots of the plots of the said property were partitioned and each of them was allotted independent plots of the said property "Palmar Cabeca".

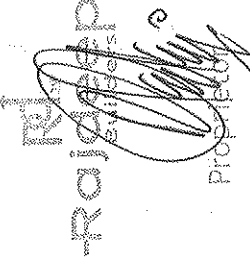
AND WHEREAS, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre moved a M.C.A no. 833/2011 in F.A. no. 252/2009 to secure permission to dispose off some Sub-divided plots of the said property "Palmar Cabeca".



AND WHEREAS, when the said M.C.A came up for hearing due to the intervention of a common family friend and relative, namely Krishnaraj Sukerkar, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre could sit together to resolve amicably their dispute which had surfaced between the families of Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre.

AND WHEREAS, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre sat together and decided, in order to preserve and maintain the dignity and honour of the family that all the dispute should be decided and/or settled within the family which they could sit down and resolve in a manner set out in Deed of Family Settlement Cum Allotment.



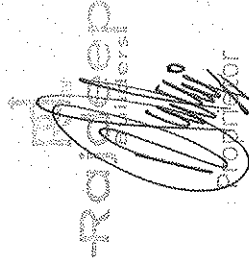

Rajdeep
Enterprises
Proprietor

AND WHEREAS, by Deed of Family Settlement Cum Allotment dated 17/09/2012 between Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre and Dr. Anthony Leonard Fabio (Confirming Party) divided the Plots amongst themselves. The said Deed of Family Settlement Cum Allotment 17/09/2012 was registered under Book I, Document Registration no. PND-BK1-02481-2012 CD Number PNJD17 dated 18/09/2012 before Sub-Registrar of Ilhas.

AND WHEREAS, in the said First Appeal No. 192/2009 and First Appeal No. 252/2009, the respective parties filed the Consent Terms along with the Copy of the Deed of Family Settlement Cum Allotment 17/09/2012 and the Power of Attorney before the Hon'ble High Court of Bombay at Goa and in terms of Consent Terms along with the Copy of the Deed of Family Settlement Cum Allotment 17/09/2012 and the Power of Attorney the Hon'ble High Court of Bombay at Goa vide Order dated 17/09/2012 disposed of the said First Appeal No. 192/2009 and First Appeal No. 252/2009.

AND WHEREAS, the T.C.P. has issued a Technical Clearance Order dated 08/07/2014 to Mr. U. B. Kenkre and family.

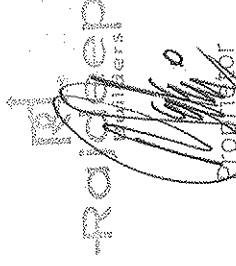


AND WHEREAS, the Village Panchayat of Santa Cruz issued a Construction License under no. VP/SC/21/1201/2014-15 dated 25/09/2014 to Mr. U. B. Kenkre and family., wherein the ORIGINAL OWNERS have further renewed the said above construction licence from the office of the Village Panchayat Santa-Cruz, by vide Ref. no. VP/SC/21/1298/2017-18 dated 21/9/2017.

AND WHEREAS, vide Agreement dated 31/03/2015 Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre agreed top divided Plot no. 4 and the Plot no. 7 amongst themselves. As per the said agreement Plot no. 4 allotted to Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre and the Plot no. 7 allotted to Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre. The said Agreement is registered under no. 240/2015, dated 31/03/2015 before the Notary Sanjay A. Gaonkar., and as an abundant caution the above parties to the said Agreement dated 31/03/2015 namely Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre are made party to this present Development Agreement.

AND WHEREAS, by virtue of the above said Agreement dated 31/03/2015, the allotted Plot no. 7 to the ORIGINAL OWNERS consists of :-



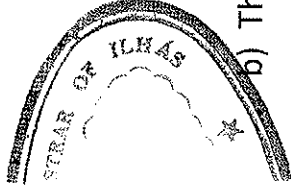
a) The part portion of the property bearing Survey no. 111/1 of Calapur Village forming part of the above SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira and property bearing Survey no. 112 of Calapur Village;

West: by property bearing Survey no. 109/1 of Calapur Village;

North: 110/1 and

South: by the existing tar road.



b) The part portion of the property bearing Survey no. 110/1 of Calapur Village forming part of the SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira

West: by property bearing Survey no. 109/1 & 77/1

North: by Village boundary of Cujira &

South: by property bearing Survey no. 111/1.

The part portion of the property bearing Survey no. 5/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:

East: by property bearing Survey no. 44 of Cujira Village.

West: by Village boundary of Calapur and dry nalla,
Survey no. 6/1 of Cujira Village.

North: by property bearing Survey no. 6/1, 4/1, 4/6, 4/7,
4/8, 4/9, 4/10, 4/11 & 4/12 and

South: by Village boundary of Calapur of Survey
no. 110/1.

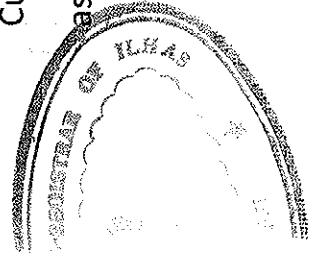
- c) The part portion of the property bearing Survey no. 6/1 of
Cujira Village, forming part of the SAID PROPERTY is bounded
as under:

East: by property bearing Survey no. 5/1 of Cujira Village.

West: by Village boundary of Calapur and dry nalla

North: by property bearing Survey no. 4/1, 7/16 and 8/7 and

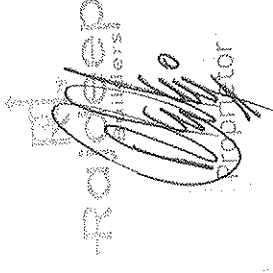
South: by property bearing Survey no. 5/1.,



All together the above part portion of the survey nos. 110/1 and
111/1 of Village Calapur of Tiswadi Taluka and survey nos. 5/1 and
6/1 of Cujira Village of Tiswadi Taluka, having admeasuring area
1,100 sq.mtrs., which forms part of the SAID PROPERTY, which is
identified as "PLOT NO. 7.", and is more particularly described in the
Schedule - II, hereunder written and hereinafter be referred to as the
"SAID PLOT NO. 7".

AND WHEREAS, the BUILDER/DEVELOPER has approached the
ORIGINAL OWNERS, with a proposed scheme of development and
construction of the residential flats/proposed buildings in the SAID
PLOT NO. 7.



AND WHEREAS, the ORIGINAL OWNERS has further represented and covenanted unto the BUILDER/DEVELOPER as follows, viz.

a) That they are in exclusive and peaceful possession of the SAID PLOT NO. 7.

b) That no person(s) other than themselves have any right, title and/or interest in the SAID PLOT NO. 7.

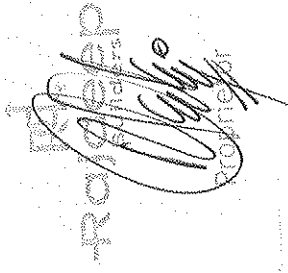
c) That the ORIGINAL OWNERS has an absolute right to dispose and/or sell or enter into Development Agreement in respect of the SAID PLOT NO. 7, and/or deal with it in any manner whatsoever.



d) That the ORIGINAL OWNERS has a clear and marketable title to the SAID PLOT NO. 7.

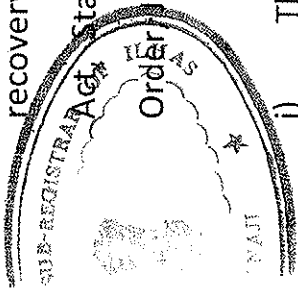
e) That there are no *Mundcars* and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any tenant or any other right whatsoever in, to and/or over the SAID PLOT NO. 7, and/or any part thereof.

f) That there is no legal bar or impediment to enter into an Agreement for joint venture development or Development Agreement in respect of the SAID PLOT NO. 7 and that the SAID PLOT NO. 7 is free from encumbrances, liens and/or charges.

g) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PLOT NO. 7, nor any part thereof.

h) That neither the SAID PLOT NO. 7 or nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Statute, law and/or Regulation and/or under any subsisting Order Judgment and/or Decree of any Court of Law.



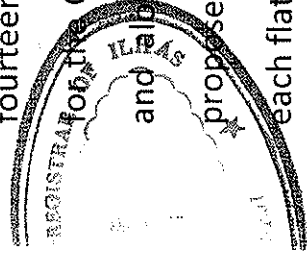
i) That neither the SAID PLOT NO. 7 or nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.

j) That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PLOT NO. 7, or any part thereof.

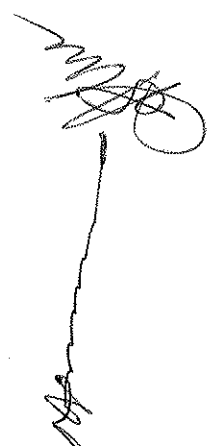
k) That the ORIGINAL OWNERS has not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise whomsoever with any other party in respect of the SAID PLOT NO. 7, and/or any part thereof.

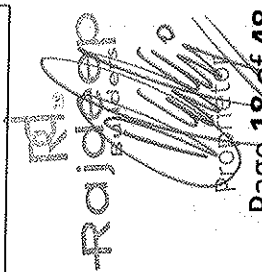
 
Rajahmundry
Proprietor

AND WHEREAS, the BUILDER/DEVELOPER has relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, it has been agreed that the ORIGINAL OWNERS shall grant in favour of the BUILDER/DEVELOPER and the BUILDER/DEVELOPER has agreed and shall acquire from them the rights of development on the SAID PLOT NO. 7, on the condition that the BUILDER/DEVELOPER shall give fourteen (14) residential Flats in the residential proposed buildings for the ORIGINAL OWNERS, with fully furnished as per Schedule - III and along with the fourteen (14) parking's of the said residential proposed buildings as mentioned below having approximate area for each flats are allotted as follows:-

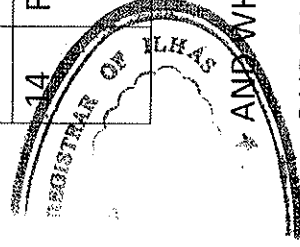


SR. NO.	FLAT NO.	NAME OF THE ORIGINAL OWNERS	SUPER BUILD-UP AREA FOR EACH FLAT
1	Flat No. UG1	Dr. Sunil Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
2	Flat No. UG2	Dr. Sandeep Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
3	Flat No. 101	Dr. Sandeep Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
4	Flat No. 102	Dr. Sunil Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
5	Flat No. 103	Dr. Sunil Umakant Kenkre	68.43 sq.mtrs. (Single Bedroom)
6	Flat No. 201	Dr. Sunil Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
7	Flat No. 202	Dr. Sandeep Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
8	Flat No. 203	Dr. Sandeep Umakant Kenkre	68.43sq.mtrs. (Single Bedroom)
9	Flat No. 301	Dr. Sandeep Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)





10	Flat No. 302	Dr. Sunil Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
11	Flat No. 303	Smt. Durgabai @ Durga Umakant Kenkre.	68.43sq.mtrs. (Single Bedroom)
12	Flat No. 401	Smt. Durgabai @ Durga Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
13	Flat No. 402	Smt. Durgabai @ Durga Umakant Kenkre	70.85.sq.mtrs. (Single Bedroom)
14	Flat No. 403	Smt. Durgabai @ Durga Umakant Kenkre	68.43sq.mtrs. (Single Bedroom)



AND WHEREAS, all the SAID FLATS proposed to be constructed in the SAID PLOT NO. 7 shall be constructed as per the plan approved by the Town and Country Planning Department/North Goa and as per the Construction Licence issued by the Village Panchayat of Santa Cruz., and which shall be completed in all respect as per the specifications hereto annexed in Schedule –III, for the consideration in kind as towards the full and final settlement of the price of the SAID PLOT NO. 7 and the balance remaining construction of the fifteen (15) flats of the proposed buildings, proposed to be constructed in the SAID PLOT NO. 7, as per approved plan by the Town and Country Planning Department/North Goa., and as per Construction Licence issued by the Village Panchayat of Santa Cruz, along with the undivided proportionate rights and shares in the SAID PLOT NO. 7, shall be retained by the BUILDER/DEVELOPER for free sale.

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RAJESH
K. JAYARAM

AND WHEREAS, the BUILDER/DEVELOPER shall be entitled to sell/transfer his allotted fifteen (15) flats with fifteen (15) parking's of the proposed buildings, alongwith the undivided proportionate rights and shares in the SAID PLOT NO. 7, to any third party or to any prospective purchaser/s, without intervention of the ORIGINAL OWNERS, in his own name or on behalf of the said firm as owners at such price as the BUILDER/DEVELOPER may thing fit and proper for such consideration, except the said fourteen (14) flats of the said proposed buildings, which are to be allotted to the ORIGINAL OWNERS and for which the ORIGINAL OWNERS, hereby expressly give their no objection to the BUILDER/DEVELOPER to enter into such Agreement of Sale/Assignment or Sale Deed with the third party or with the prospective purchaser/s in respect to the sale of the said balance remaining construction of fifteen (15) flats of the proposed buildings, with fifteen (15) parking's of the proposed buildings, alongwith the undivided proportionate rights and shares in the SAID PLOT NO. 7 and may raise loans from any Bank or any institution or mortgage only restricted to the balance remaining construction of fifteen (15) flats of the proposed buildings, with fifteen (15) parking's of the proposed buildings and to accept and retain monies for themselves towards the sale therein without any interference by the ORIGINAL OWNERS.

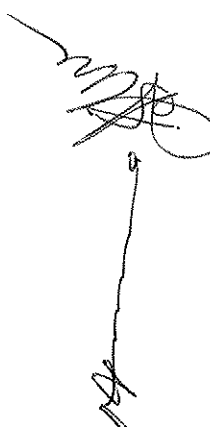
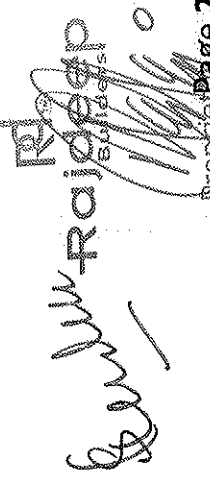
AND WHEREAS, the ORIGINAL OWNERS has agreed for the same and the BUILDER/DEVELOPER has agreed to develop and construct on the SAID PLOT NO. 7, the residential proposed buildings consisting of

   RAIGADAP
Page 20 of 48

twenty nine (29) residential flats with twenty nine (29) parking's, alongwith the ORIGINAL OWNERS, under a Development Scheme on the terms and conditions stipulated hereunder.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO
BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

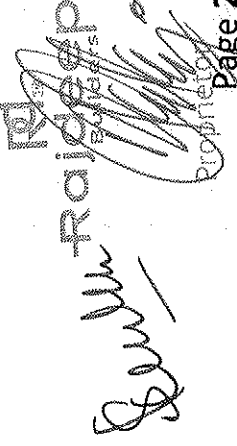
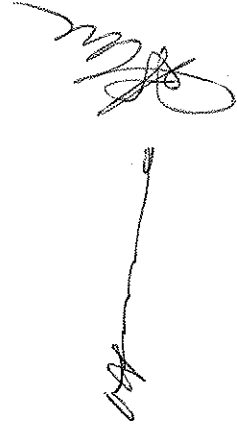
1. By this agreement the ORIGINAL OWNERS, who are the absolute owners of the SAID PLOT NO. 7 have agreed to hand over the possession of the SAID PLOT NO. 7 to the BUILDER/DEVELOPER, wherein the BUILDER/DEVELOPER agree to develop the SAID PLOT NO. 7 more particularly described in the Schedule - II, by constructing the residential proposed buildings, consisting of all together twenty nine (29) residential flats with twenty nine (29) parking's alongwith the undivided proportionate rights and shares in the SAID PLOT NO. 7, and for this purpose the BUILDER/DEVELOPER has offered to the ORIGINAL OWNERS, the fourteen (14) flats with fourteen (14) parking's of the said proposed buildings, alongwith the undivided proportionate rights and shares in the SAID PLOT NO. 7, proposed to be constructed on the SAID PLOT NO. 7, which shall be completed in all respect as per the specifications hereto annexed in Schedule - III, and as per Approved plan by the Town and Country Planning Department/North Goa and as per Construction Licence issued by the Village Panchayat of Santa Cruz, for the consideration in kind to the ORIGINAL OWNERS, as towards the full and final settlement of the price of the SAID PLOT NO. 7 and therefore the party of the First Part i.e., the ORIGINAL OWNERS shall hand over the



Rajendra Rajappa

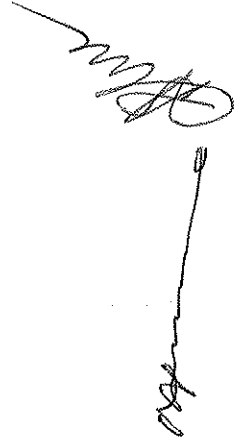
possession of the SAID PLOT NO. 7 to the BUILDER/DEVELOPER, upon execution of the present deed Development Agreement.

2. The ORIGINAL OWNERS, shall permit the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall develop and construct the proposed residential buildings of twenty nine (29) residential flats with twenty nine (29) parking's as per approved plan by the Town and Country Planning Department/North Goa and also as per Construction Licence issued by the Village Panchayat of Santa Cruz, on the SAID PLOT NO. 7, at his own risk, cost and responsibility on principle to principle basis and not as agent of the ORIGINAL OWNERS, by putting up residential proposed buildings in or upon the SAID PLOT NO. 7., as per the Approved plans by the concerned authorities and as per the terms and conditions imposed by the Town & Country Planning Department/North Goa Planning & Development Authority while approving the residential proposed building plans and also as per the conditions imposed in the construction license issued by the office of the Village Panchayat of Santa Cruz.

3. The said fourteen (14) flats, alongwith fourteen (14) parking's of the proposed residential buildings for the ORIGINAL OWNERS, proposed to be constructed by the BUILDER/DEVELOPER on the SAID PLOT NO. 7, shall be constructed strictly in accordance with the approved plans and specifications sanctioned by the Town Planner Town and Country Planning Department/North Goa Planning & Development Authority and the Village Panchayat of Santa Cruz and the same shall be provided with amenities as provided by



the BUILDER/DEVELOPER in the Proposed building/Project to be implemented by the BUILDER/DEVELOPER in the SAID PLOT NO. 7 and which are set out in the Schedule – III, hereto. The BUILDER/DEVELOPER shall complete construction of the fourteen (14) flats of the ORIGINAL OWNERS alongwith fourteen (14) parking's of the proposed buildings and hand over vacant and peaceful possession thereof to the ORIGINAL OWNERS within a period of 36 months from the date of execution of the present DEVELOPMENT AGREEMENT by both the parties, with further extension of additional period of six (6) months. Without Prejudice to what has been stated above. If the BUILDER/DEVELOPER fails and/or neglects to complete construction of the said fourteen (14) flats, alongwith fourteen (14) parking's of the proposed buildings to be constructed by it for the ORIGINAL OWNERS under the said terms and hand over possession thereof to the ORIGINAL OWNERS within a period of 36 months with further extension of additional period of six (6) months, from the date of execution of the present Development Agreement, then in that event, the BUILDER/DEVELOPER shall be liable to make payment of penalty of Rs.15,000/- (Rupees Fifteen Thousand Only) per month per flat., for the delay in so completing the said fourteen (14) flats of the proposed buildings, as mentioned hereinabove alongwith fourteen (14) parking's for the ORIGINAL OWNERS till handing over the possession to the ORIGINAL OWNERS without prejudiced to rights of the ORIGINAL OWNERS. However, the said penalty shall not become payable if the said delay shall have been occasioned by any Act of God, Force Majeure Causes,

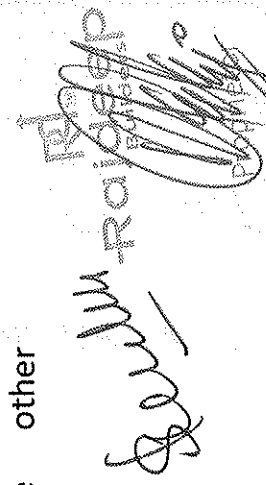


restrained order from any Appropriate Authority or Judicial Body; or by virtue of other reasons beyond normal human control.

4. The ORIGINAL OWNERS & the BUILDER/DEVELOPER have mutually agreed that the ORIGINAL OWNERS shall not claim nor ask for the Bank Guarantee now or future from the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall not be in a position to give any Bank Guarantee to the ORIGINAL OWNERS, as the BUILDER/DEVELOPER is making huge initial investment for construction of the twenty nine (29) flats with twenty nine (29) parking's and also the stamp duty and registration charges for execution of the present Development Agreement before the Sub-Registrar of Ilhas, which includes the Lawyer's fees and other legal charges.

5. The ORIGINAL OWNERS herein shall have an absolute right to sell their said respective allotted fourteen (14) flats alongwith fourteen (14) parking's of the proposed buildings to be constructed by the BUILDER/DEVELOPER for the ORIGINAL OWNERS even before the work of construction of the said respective allotted flats of the ORIGINAL OWNERS. The BUILDER/DEVELOPER herein shall also have an absolute right to sell the said allotted fifteen (15) flats alongwith the fifteen (15) parking's of the proposed buildings to be constructed by the BUILDER/DEVELOPER for itself even before the work of construction of the said fifteen (15) flats alongwith the fifteen (15) parking's of the proposed buildings and also to receive the price or consideration and all the other



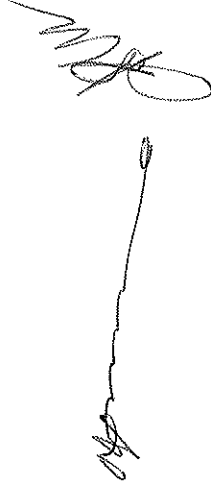

RAJESH RAJENDRAN

charges, with respect to the flats or units from such purchaser/s, issue receipts thereof and appropriate the same as the BUILDER/DEVELOPER shall deem fit and proper.

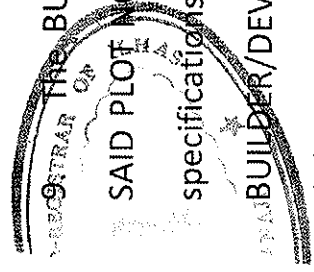
6. The ORIGINAL OWNERS, hereby permits the BUILDER/DEVELOPER to consume the F.A.R hereby allotted to the ORIGINAL OWNERS in favour of the BUILDER/DEVELOPER in the construction of the proposed residential buildings alongwith parking's and thereon and by Sale of the said flats/units (Except the said fourteen (14) allotted flats to be retained by the ORIGINAL OWNERS to prospective purchaser/s thereof on "ownership" basis at its own discretion and the proceeds thereof shall be utilized by the BUILDER/DEVELOPER exclusively without any reference to the ORIGINAL OWNERS.

7. It is agreed between the parties hereto that if as a result of any change in proposed building rules and regulations applicable to the area in which the SAID PLOT NO. 7 are situate or any change in any law or enactment or for any reason whatsoever, additional F.A.R. becomes available in respect of the SAID PLOT NO. 7, or if the zone is increased than the ORIGINAL OWNERS, shall be liable for 50% benefits and the balance 50% benefits will be enjoyed and possess by the BUILDER/DEVELOPER.

8. All agreements made by the BUILDER/DEVELOPER concerning its share i.e. the said remaining balance of fifteen (15) flats, alongwith the fifteen (15) parking's of the proposed buildings,



with the prospective purchaser/s of flats/units to be constructed by the BUILDER/DEVELOPER on the SAID PLOT NO. 7 shall be made by the BUILDER/DEVELOPER at its own cost, on its own account and at its own risk, the intention being that the BUILDER/DEVELOPER alone shall be liable to and responsible as the Promoter for all purchaser/s or parties as stated hereinabove. The ORIGINAL OWNERS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.

THE BUILDER/DEVELOPER shall carry out construction on the SAID PLOT NO. 7 strictly in accordance with the approved plans and specifications sanctioned in respect thereof. The BUILDER/DEVELOPER shall indemnify and keep indemnified, saved, defended and harmless the ORIGINAL OWNERS from and against any loss or damage suffered or incurred by the ORIGINAL OWNERS, due to any liability attaching on to the ORIGINAL OWNERS, as a result of the BUILDER/DEVELOPER committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PLOT NO. 7 or as a result of any such construction carried out by the BUILDER/DEVELOPER on the SAID PLOT NO. 7 not conforming to the sanctioned plans and specifications.

10. On execution hereof, the BUILDER/DEVELOPER shall be entitled to put up a board/hoarding on the SAID PLOT NO. 7 announcing/advertising the proposed housing scheme. The BUILDER/DEVELOPER shall be entitled to advertise the said scheme in newspapers or through any other media, including the right and



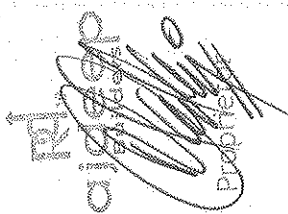

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authority to advertise and market specifically its share i.e. said remaining balance of fifteen (15) flats of the proposed buildings alongwith the fifteen (15) parking's of the proposed buildings to be constructed by the BUILDER/DEVELOPER.

11. The BUILDER/DEVELOPER shall invest all money and other resources required for construction of the said proposed residential buildings. All responsibility, costs, expenses, risk and liability for construction of the said residential proposed buildings shall be solely of the BUILDER/DEVELOPER, with no liability whatsoever to the ORIGINAL OWNERS, including the following:-

- a. Ensuring that every part of the Project is legal and for this purpose the BUILDER/DEVELOPER shall obtain all the permissions, licences, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for construction of the residential proposed building/s and everything that is necessary in this regard;
- b. Procuring raw materials, labour and such other material as is required for construction of the residential proposed buildings;
- c. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential proposed buildings and either through them or itself supervise the construction;




RAJESH RAJESH
Practitioner

d. Ensuring that the construction of the residential proposed buildings is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in Schedule – III of this Agreement;

e. Ensuring the responsibility and liability of labour, and shall compliance with all the applicable laws and labour laws in case of any accident and liability.

Obtaining Completion/Occupancy Certificate for the residential proposed buildings;

g. Putting up a board or hoarding at the SAID PLOT NO. 7 displaying the details about the construction being undertaken and displaying the Permissions as required by law;

h. All and every other thing necessary for construction of the residential proposed buildings which is not expressly forbidden by or under this Agreement;

i. The BUILDER/DEVELOPER shall comply with all the labour laws and shall be responsible and liable for all claims made by workers under all or any law of acts and shall be laible to pay all or any amount that may be payable to labour or workmen.

j. All liability of suppliers shall be of BUILDER/DEVELOPER including liability of paying the GST or any other tax as applicable by the BUILDER/DEVELOPER.

k. The quality of construction of 14 flats of the ORIGINAL OWNERS shall be the same as per the quality of construction of remaining 15 flats of the BUILDER/DEVELOPER.



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Registrar of Companies
F.H.S.

I. No possession of any flat to be delivered by the BUILDER/DEVELOPER to any prospective Purchaser/s unless 14 flats first delivered to the ORIGINAL OWNERS.

12. That the ORIGINAL OWNERS shall get on ownership basis the said fourteen (14) flats, alongwith the fourteen (14) parking's in the proposed buildings, consisting of one bedrooms, one living room, one kitchen and one toilet, alongwith lift of the proposed buildings, having super build-up area as mentioned in page nos. 18 & 19, which will be constructed with the specifications detailed in SCHEDULE - III hereunder, and as per approved plans, alongwith fourteen (14) parking's on the residential proposed buildings of the Project having dimensions sufficient to accommodate and park one car of medium size in each car park, with the undivided proportionate rights and shares in the SAID PLOT NO. 7 and the BUILDER/DEVELOPER shall get on ownership basis the remaining balance fifteen (15) flats in the proposed residential building, which shall be Constructed with the specifications detailed in SCHEDULE III hereunder and as per approved plans annexed hereto, alongwith the fifteen (15) parking's in the residential proposed buildings of the Project having dimensions sufficient to accommodate and park one car of medium size in each car park, with the undivided proportionate rights and shares in the SAID PLOT NO. 7.

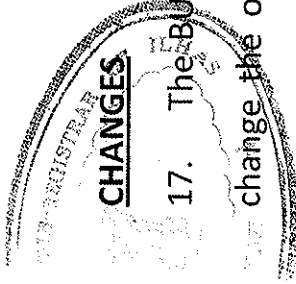
13. The ORIGINAL OWNERS & the CONFIRMING PARTY do hereby assure the BUILDER/DEVELOPER that they have not created any THIRD PARTY claims in the SAID PLOT NO. 7 and do hereby indemnify




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made including the professional fees of the lawyers, architect, engineer etc.

16. That on execution of these presents, the BUILDER/DEVELOPER and their representative, nominees, assigns shall be entitled to enter upon this SAID PLOT NO. 7 and demarcate the land, excavate, fill and commence and execute construction work thereon and to do all that is required for efficient development work of construction of residential buildings and total compliance of this agreement.



17. The BUILDER/DEVELOPER shall not, under any circumstances, change the outer look of the proposed buildings which shall have uniformity as per approved plan and scheme provided by the BUILDER/DEVELOPER. The PROSPECTIVE PURCHASER or the ORIGINAL OWNERS shall also not be entitled to make any external change to the flat purchased or allotted that will affect the uniformities of the proposed buildings with respect to its look, colour, grills etc. If the ORIGINAL OWNERS or PROSPECTIVE PURCHASER violates this provision then the cost of restoration shall be paid by him to the BUILDER/DEVELOPER.

The ORIGINAL OWNERS or the PROSPECTIVE PURCHASER shall be entitled to make internal changes to the flat purchased or allotted subject to approvals available in law at the time of construction subjects to costs to be paid in advance.


Rajender Prasad
Proprietor

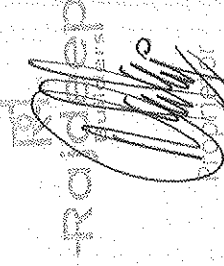
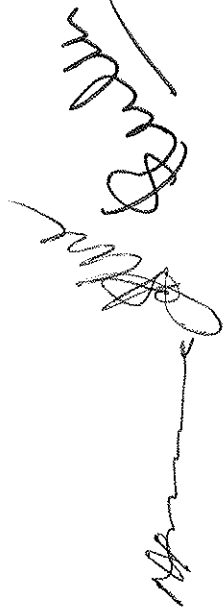
MAINTENANCE

18. THE BUILDER/DEVELOPER shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by the Village Panchayat of Santa Cruz, subject to below mentioned terms and conditions:-

(a) The BUILDER/DEVELOPER shall pay the maintenance deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only) on behalf of the ORIGINAL OWNERS for the flats allotted, upon obtaining the Occupancy

Certificate from the office of the Village Panchayat of Santa Cruz. The aforesaid amount of Rs.3,00,000/- (Rupees Three Lakhs Only) shall be towards maintenance of common areas of the proposed building namely Staircase, Lobby, Lifts, Service Areas, Stilt Parking's, Water Tanks, Water pumps, Garden, External Paintings, providing of security service to the proposed buildings and cleanliness of the above mentioned areas. The ORIGINAL OWNERS undertakes and binds to provide full co-operation to the BUILDER/DEVELOPER while undertaking maintenance of the above areas so much so that the ORIGINAL OWNERS shall allow the BUILDER/DEVELOPER and or his agents, servants, managers etc., to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDER/DEVELOPER.

The said maintenance deposit of Rs.3,00,000/- (Rupees Three Lakhs Only) paid by the BUILDER/DEVELOPER on behalf of the ORIGINAL OWNERS for their allotted flats shall not be transferable or claim by the ORIGINAL OWNERS if the said allotted 14 flats to the ORIGINAL



OWNERS are sold to any third party or to the prospective purchasers by the said ORIGINAL OWNERS.

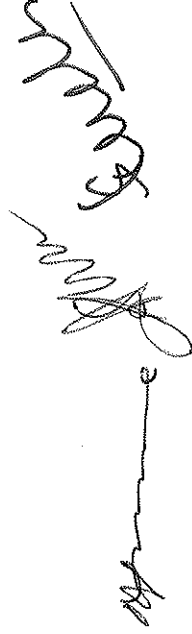
(b) Upon completion of term of five years as stipulated above respective ORIGINAL OWNERS shall be able to exercise two options:

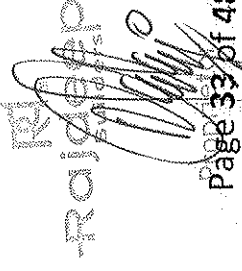
First whether to continue with the maintenance services as provided by the BUILDER/DEVELOPER with further period of five years and Second whether to stop further maintenance services of the BUILDER/DEVELOPER. If the ORIGINAL OWNERS chose to exercise

First option of continuing with maintenances services then respective the ORIGINAL shall execute separate Maintenance Agreement with the BUILDER/DEVELOPER for period of further Five Years from the date of expiry of first Five Years period. If the ORIGINAL OWNERS chose to exercise Second option of stopping further maintenance services of the BUILDER/DEVELOPER then the BUILDER/DEVELOPER shall refund the amount of Rs.3,00,000/- (Rupees Three Lakhs Only) without interest to the ORIGINAL OWNERS to form the separate Maintenance Society without BUILDER/DEVELOPER.

(c) The ORIGINAL OWNERS hereby bound and undertake to support the decision of the majority of the FLAT HOLDER/S in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The BUILDER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the proposed buildings to the respective ORIGINAL OWNERS of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Occupiers in case of non-co-

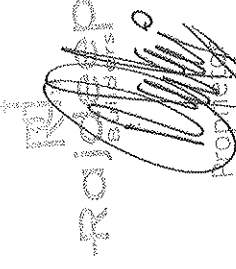



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operation of the ORIGINAL OWNERS & the Prospective flat owners in any respect and in such event the deposit amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) by the BUILDER/DEVELOPER shall be refunded back to respective the ORIGINAL OWNERS & the Prospective flat owners to form separate Maintenance Society by the ORIGINAL OWNERS and the Prospective flat owners and further at the request of the ORIGINAL OWNERS and the Prospective flat owners, the BUILDER/DEVELOPER shall form the separate Maintenance Society at his own cost, wherein the BUILDER/DEVELOPER shall not be held liable nor responsible for maintaining the said building constructed on the plot no. 7.

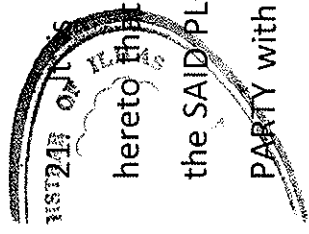
WARRANTY

19. The BUILDER/DEVELOPER shall provide Five Years Warranty on equipment's provided from the date of issue of Occupancy Certificate by Village Panchayat of Santa Cruz for SAID FLATS of proposed buildings, which will be described more fully in separate warranty card/letter head, provided to the PROSPECTIVE PURCHASER, the ORIGINAL OWNERS at the time of handing over of possession of SAID FLATS of the proposed buildings to the ORIGINAL OWNERS or PROSPECTIVE PURCHASER, on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party, however any third party may approach the BUILDER/DEVELOPER for availing such Warranty on such terms and conditions as will be set out by the BUILDER/DEVELOPER. The total Warranty period provided by the BUILDER/DEVELOPER shall not extend beyond the five years



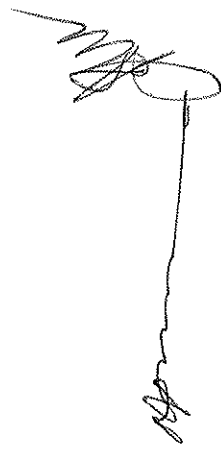
from the date on issuing of Occupancy Certificate from the Village Panchayat of Santa Cruz.

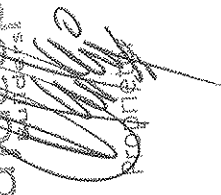
20. That the ORIGINAL OWNERS during the progress of the work shall be entitled to have the inspection of the built up areas proposed to be built and to be constructed as per the approved plans.

 is agreed and clearly understood as between all parties hereto that the present agreement is a Development Agreement of the SAID PLOT NO. 7, by the ORIGINAL OWNERS & the CONFIRMING PARTY with the BUILDER/DEVELOPER wherein rights to the property are transferred. The actual possession and transfer will take place only on handing over the allotted said fourteen (14) flats, alongwith fourteen (14) parking's of the proposed buildings, in terms of this agreement by the BUILDER/DEVELOPER to the ORIGINAL OWNERS.

POSSESSION

22. Once the ORIGINAL OWNERS allotted the said fourteen (14) flats are ready for Delivery of Possession, the BUILDER/DEVELOPER shall inform to the ORIGINAL OWNERS in respect of the allotted said fourteen (14) flats in writing calling upon the above the ORIGINAL OWNERS to take possession of their allotted flats and to complete all formalities in respect thereof within 15 days from the date of receipt of the said letter and handover the new said flats to the ORIGINAL OWNERS.




RAJESH K. RAJESH K. RAJESH K.

23. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

TERMINATION

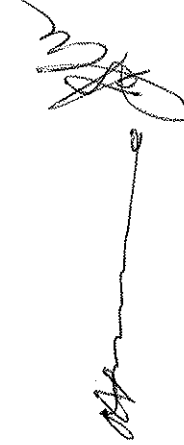
24. The ORIGINAL OWNERS shall be entitled to terminate this agreement in the following circumstances:

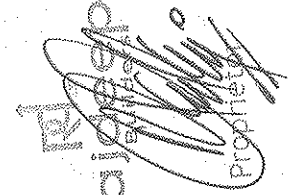
i) The BUILDER/DEVELOPER does not commence the actual construction of the Project within one year (12) months from the date of issue of Construction Licence from the office of village panchayat of Santa Cruz.

ii) The BUILDER/DEVELOPER abandons the Construction of the Project after commencement for continuous period of 9 months or more.

iii) The BUILDER/DEVELOPER, for whatsoever reason, is unable to deliver the possession of the allotted said flats within the Delivery Time, stipulated herein above except if the same has occasioned by any Act of God, Force Majeure Causes, restrained order from competent authority.

25. Claims of any person to whom flat/s in the residential proposed buildings/project is agreed to be sold shall be settled by the Party who agreed to sell the flat/s, without any liability or encumbrance to the SAID PLOT NO. 7.





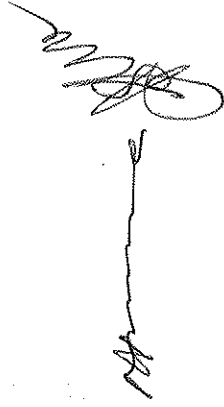
26. That the CONFIRMING PARTY shall have no liability whatsoever and no manner responsible for anything concerning the SAID PLOT NO. 7 and the CONFIRMING PARTY will have no RERA liability and which will be not applicable to the said CONFIRMING PARTY.

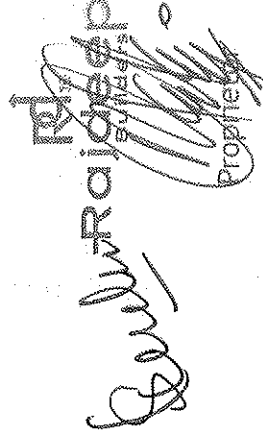
The BUILDER/DEVELOPER shall display the Board mentioning all the permissions only in the SAID PLOT NO. 7 and not in the remaining portion of the SAID PROPERTY, for the proposed construction of the buildings to be constructed on the SAID PLOT NO. 7.

27. All letters and/or notices sent or issued by the BUILDER/DEVELOPER to the ORIGINAL OWNERS and by the ORIGINAL OWNERS to the BUILDER/DEVELOPER shall be sent by Registered post with acknowledgement due, to their respective addresses as mentioned in this Agreement unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to each changed addresses.

28. The name for a scheme of apartment to be constructed in or upon the SAID PLOT NO. 7 shall be known as "RAJDEEP KENKRE RESIDENCY" and the ORIGINAL OWNERS hereby give their no objection to the same.

29. All out of pocket expenses of and incidental to these presents, the Deed of conveyance and other writings to be made in pursuance hereof, including Stamp Duty and Registration Charges, shall be borne and paid by the BUILDER/DEVELOPER alone. The parties



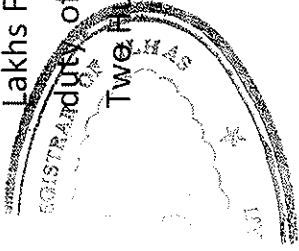

Rajdeep Kenkre
Builders Pvt. Ltd.
Proprietor

hereto shall, however, bear and pay the professional charges of their respective Advocates.

30. Both the parties are entitled for specific performance of this agreement.

31. Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Panjim Courts.

32. Being a Development Agreement involving exchange of land for construction of area for the purpose of stamp duty the valuation of considering at Rs.1,92,51,080/- (Rupees One Crore Ninety Two Lakhs Fifty One Thousand & Eighty Only) and accordingly 4.5% stamp duty of Rs. 8,66,299/- (Rupees Eight Lakhs Sixty Six Thousand and Two Hundred & Ninety Nine Only) is paid.



SCHEDULE - I

(Description of the SAID PROPERTY)

ALL THAT there exists the immovable property known as "PREDIO PALMAR CABECA" situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas in the State of Goa. The entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book no. B-19 New, mentioned as Plot A and described as of now in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New and registered in the Land Revenue record of Cujira under nos. 1 and 2. In this property there exists one house which is registered under Land Revenue records under no. 216 of Calapur, Santa Cruz, Goa. A portion of the property is Surveyed under new Survey no, 110/1, 111/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1 and 6/1 of Cujira Village, Tiswadi Taluka in the State of Goa.,

[Signature]

[Signature]
Proprietor

SCHEDULE – II

(Description of the SAID PLOT NO. 7)

ALL THAT part of the property identified as Plot no. 7, having admeasuring area 1,100 sq.mtrs., forming part of the above SAID PROPERTY hereinabove, situated at Santa Cruz, within the jurisdiction of the Village Panchayat of Santa Cruz, Tiswadi Taluka, State of Goa, and consists of properties namely;

- a) The part portion of the property bearing Survey no, 111/1 of Calapur Village forming part of the above SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira and property bearing Survey no. 112 of Calapur Village;

West: by property bearing Survey no. 109/1 of Calapur Village;

North: 110/1 and

South: by the existing tar road.

- b) The part portion of the property bearing Survey no, 110/1 of Calapur Village forming party of the SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira;

West: by property bearing Survey no. 109/1 & 77/1;

North: by Village boundary of Cujira &

South: by property bearing Survey no. 111/1.

- c) The part portion of the property bearing Survey no, 5/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:

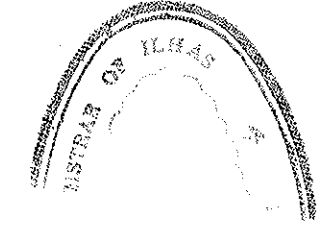


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RAJAGOPAL
Properties

East: by property bearing Survey no. 44 of Cujira Village;
West: by Village boundary of Calapur and dry nalla, Survey
no. 6/1 of Cujira Village;
North: by property bearing Survey no. 6/1, 4/1, 4/6, 4/7,
4/8, 4/9, 4/10, 4/11 & 4/12 and
South: by Village boundary of Calapur of Survey no. 110/1.

d) The part portion of the property bearing Survey no, 6/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:



East: by property bearing Survey no. 5/1 of Cujira Village;
West: by Village boundary of Calapur and dry nalla;
North: by property bearing Survey no. 4/1, 7/16 and 8/7 and
South: by property bearing Survey no. 5/1.,

SCHEDULE - III

(Brief Description and Specification)

i) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in Concrete Blocks masonry and the external walls in super structure shall be 20cm thick in Light weight Blocks masonry. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in Blocks Masonry of 10cm thick. The internal plaster shall be of readymade mix Birla wall putti with good quality paint.

ii) MAIN SAFETY DOOR:

Stainless steel safety Gate for main door.

[Signature]

[Signature]
Rajadapp
District Engineer
Ilhas

iii) DOORS AND WINDOWS:

The main door shall be of teakwood frame with teak wood panelled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of aluminium frames with rolling shutters of glass.

iv) SAFETY GRILLS:

Safety Fabrication Grills will be provided uniformly to all flats.

v) CEILING:

POP Ceiling with LED Lights will be provided in all rooms.

vi) FLOORING:

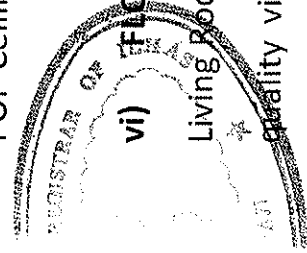
Living Room, Kitchen and Two Bed Rooms will be provided with good quality vitrified tiles. Bath Room flooring shall be anti-skid tiles of good quality and wall tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality such as Ceraor equivalent.

vii) SANITARY AND TOILET FITTINGS:

All equipment will be provided with premium plus quality fittings, such as Cera or equivalent.

viii) KITCHEN:

The Kitchen Platform will be of Black Colour Granite top with modern accessories and the aluminium Ladder with cabinet will be provided in the kitchen.



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RAJDEEP
RAJDEEP
RAJDEEP

Sofa set with Center Table in living room, Dining Table with four Chairs and Wardrobe with Bed in each Bed Room of Plywood.

All rooms of the flat will be provided with LED Lights, Fans and bathroom with Exhaust Fans.

All bedrooms will be provided with split Air Conditioner.

~~STP~~ Curtains will be provided for all windows.

IN WITNESS WHEREOF the parties hereto have hereunto set their
respective hands on the date aforementioned in the presence of the
undersigned witnesses.



SIGNED, SEALED AND DELIVERED

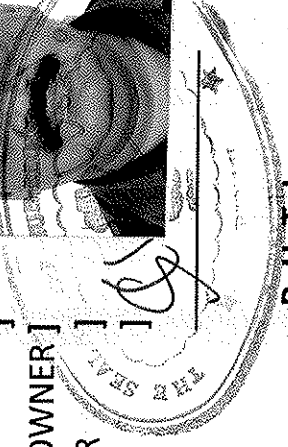
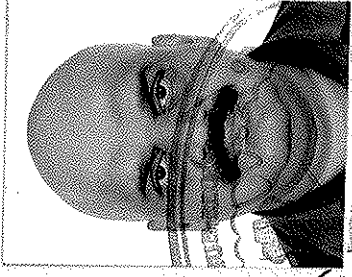
by the within named

"ORIGINAL OWNERS"

Dr. Sunil Umakant Kenkre, for self as OWNER]

NO. 2 & as attorney holder for OWNER]

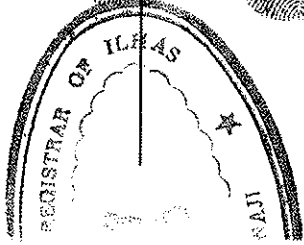
NO. 1 & 3, Party of the **FIRST PART.**



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L.H.T.I.

R.H.T.I.



[Handwritten signature]
-Raideep

[Handwritten signature]
Rajeev

[Handwritten signature]

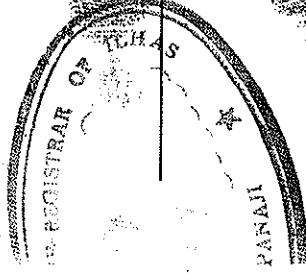
SIGNED, SEALED AND DELIVERED

by the within named

"ORIGINAL OWNERS"

Dr. Sandeep Umakant Kenkre, for self as
OWNER NO. 4 & as attorney holder for
OWNER NO. 5., Party of the **FIRST PART.**

L.H.T.I.



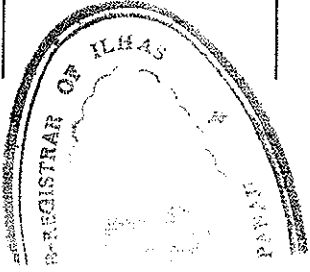
SIGNED, SEALED AND DELIVERED]

by the within named "BUILDER/DEVELOPER"]

6). RAJDEEP BUILDERS, Proprietorship Firm]

of RAJESH TARKAR., of the SECOND PART.]

L.H.T.I.



R.H.T.I.



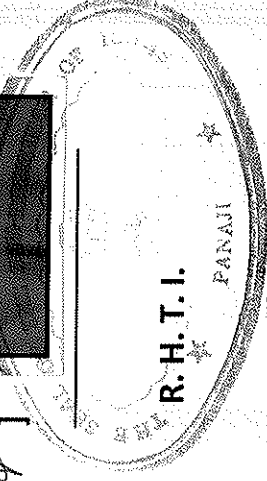
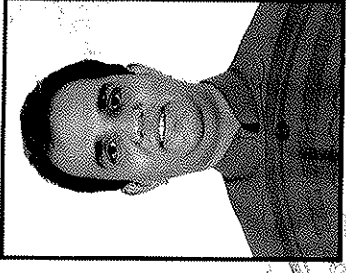
Rajesh Tarkar
Rajdeep Builders
Proprietor

SIGNED, SEALED AND DELIVERED

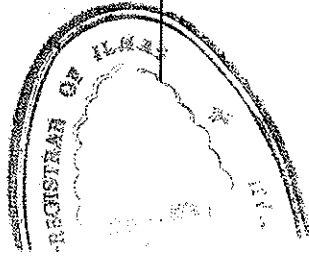
by the within named the

"CONFIRMING PARTY"

Shri. Nitin Fatu Kenkre, for self as
CONFIRMING PARTY NO. 8 and as attorney
holder for CONFIRMING PARTY NO. 7 & 9,
Party of the THIRD PART.



L. H. T. I. *[Signature]*



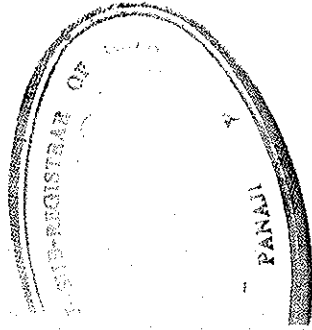
[Signature]

[Signature]
Raigee
Proprietor

[Signature]

WITNESSES:

1. NAME :- VIJAY WAK
FATHER'S NAME :- DINESH WAK
AGE :- 35
MARITAL STATUS :- MARRIED
OCCUPATION :- SERVICE
ADDRESS :- FERTAJ WAKO
VERLA CANERA
MARIA GON
SIGNATURE :- 











WITNESSES:

2. NAME :- Sufal Kuttikar

FATHER'S NAME :- Anant Kuttikar

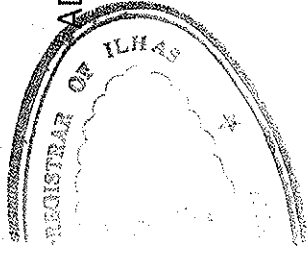
AGE :- 21

MARITAL STATUS :- Unmarried

OCCUPATION :- Service

ADDRESS :- H.no. 186/12, Datteshwar
Residency, Chimbol

SIGNATURE :- Sufal



Sufal Kuttikar
Proprietor

18/11/2024

PARKING STATEMENT

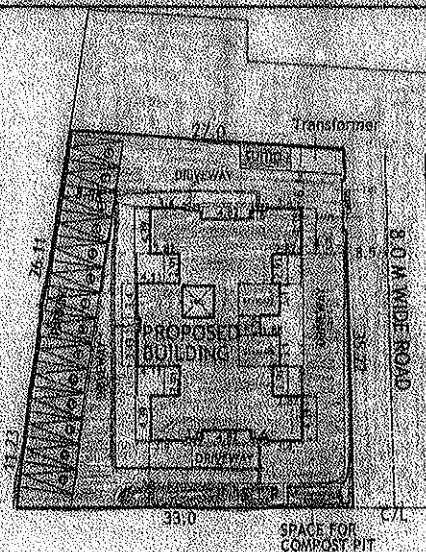
1	TOTAL NO. OF FLATS	29 NOS.
2	PARKING REQUIRED	29 NOS.
3	STILT+16 + SURFACE PARK.=14	16+14
4	TOTAL PARKING	30 NOS.

AREA STATEMENT

a	PLOT AREA	1100.00 m ²
b	AREA UNDER ROAD WIDENING	90.00 m ²
c	NET PLOT AREA	1100.00 m ²
d	PERMISSIBLE F.A.R. (1.2)	1320.00 m ²
e	PERMISSIBLE COVERAGE (40%)	440.00 m ²
f	PROPOSED COVERED AREA	381.44 m ²
g	PROPOSED COVERAGE (f/c)	34.67%
h	PROPOSED F.A.R	1318.01 m ²
i	F.A.R CONSUMED (I/a)	1.19%

AREA STATEMENT :-

FLOORS	TOTAL B.U.A (sq.m.)	AREA FREE OF F.A.R.				GROSS F.A.R (sq.m.)	LESS ADDITIONAL F.A.R 7.5%	NET F.A.R (sq.m.)
		STAIRS/LIFT (sq.m.)	BALCONY/ PASSAGE (sq.m.)	PARKING (sq.m.)	TERRACE (sq.m.)			
STILT FLOOR	381.44	43.80	-	337.64	-	0.00	-	3.51
U.GROUND FLOOR	342.66	30.37	74.32	-	-	237.97	11.57	226.40
1st FLOOR	342.66	30.37	74.32	-	-	237.97	11.57	226.40
2nd FLOOR	342.66	30.37	74.32	-	-	237.97	11.57	226.40
3rd FLOOR	342.66	30.37	74.32	-	-	237.97	11.57	226.40
4th FLOOR	342.66	30.37	74.32	-	-	237.97	11.57	226.40
5th FLOOR	345.02	30.37	70.07	-	59.50	185.08	2.58	182.50
TOTAL	2439.76	226.02	441.67	337.64	59.50	1374.92	60.43	1318.01



SITE PLAN

SCALE - 1:500

N



ELEVATION

GATE



PLAN

COMPOUND WALL

SCALE 1:100

SECTION A-A

ARCHITECT'S SIGNATURE	CLIENT'S SIGNATURE
PROJECT: PROPOSED CONSTRUCTION IN PLOT NO 7 BEARING SY.NO-111(PART)/110(PART), 5(PART)/6(PART) OF CALAPUR / CUJIRA VILLAGE, TISWADI TALUKA, GOA.	
CLIENT: U.B. KENKRE & FAMILY	
DWGS: SITE PLAN, AREA STATEMENT COMPOUND WALL DETAILS	
DRN BY: S.N.	CHKD BY: B.S.
DRG NO: SUB-01	JOB NO.: 568/13
DATE: 25-01-14	SCALE: 1:500
ARCHITECTS: SOARES & ASSOCIATES G-1, VIKAS BUILDING, 18TH JUNE ROAD, PANJIM, GOA. PH./FAX: 2228040, 2430010 e-mail: soares88@gmail.com	

Radeep

Proprietor

REG_1_25448_1

Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 09-02-2018 04:17:58 PM

Document Serial Number : 415

Presented at 03:03:00 PM on 09-02-2018 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	673790.00
2	Processing Fees	1090.00
	Total :	674880.00

Stamp Duty Required: 558312.00 Stamp Duty Paid: 867800.00

Amar S. Kamat presenter

Name	Photo	Thumb Impression	Signature
Amar S. Kamat , S/o Shrikrishna Kamat , Married,Indian,age 36 Years,Service,r/oH.No. 55, Sakral, Torse, execution on behalf of the Builder/Developer-Rajesh Tarkar-Proprietor of Rajdeep Builders, Panaji- vide POA dated 28/01/2016, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 234/2016, Reg. No. PNJ-BKPoA-00005-2016 dated 28/01/2016.			

Endorsements

Executant

- 1 . Amar S. Kamat , S/o Shrikrishna Kamat, Married,Indian,age 36 Years,Service,r/oH.No. 55, Sakral, Torse, Pernem-Goa Admits execution on behalf of the Builder /Developer-Rajesh Tarkar-Proprietor of Rajdeep Builders, Panaji- vide POA dated 28/01/2016, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 234/2016, Reg. No. PNJ-BKPoA-00005-2016 dated 28/01/2016.

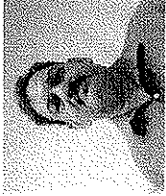
Photo	Thumb Impression	Signature
		

- 2 . Dr. Sunil Umakant Kenkre, S/o Late Umakant B. Kenkre, Married,Indian,age 54 Years,Medical Practitioner,r/oH. No 469 , Kenkre House, Cabesa, Santa Cruz, Tiswadi-Goa PAN No. AJIPK6999B , For self and as a POA holder for Durgabhai , vide POA dated 29/3/2014 executed before Notary Adv. Sanjay A. Gaonkar at Panjim , under Reg. No 425/14 and POA holder for Seem Vide POA dated 28/12/2017 executed before Notary Adv. Sanjay A. Gaonkar at Panjim , under Reg. No 1362/17

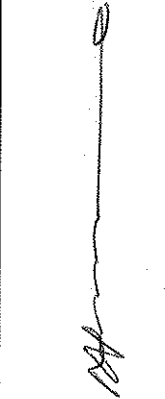
Photo	Thumb Impression	Signature
		

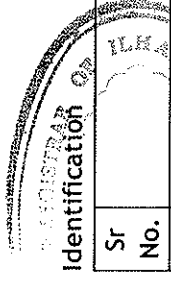
- 3 . Dr. Sandeep Umakant Kenkre, S/o Late Umakant B. Kenkre, Married,Indian,age 55 Years,Medical

Practitioner,r/oKenkre House, Cabesa, Santa Cruz, Tiswadi-Goa PAN No. ADKPK6743M, For self and as a POA holder for Dr. Ashwini kenkre , vide POA dated 28/12/2017 , executed before Notary Adv. sanjay A. Gaonkar at Panjim , under Reg. No 1363/17

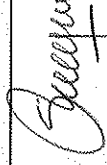
Photo	Thumb Impression	Signature
		

4 . Nitin Fatu Kenkre, S/o Late Fatu Bhalchandra Kenkre, Married, Indian, age 53 Years, Business, r/oH. No 592, Kenkre House, Cabesa, Santa Cruz, Tiswadi-Goa PAN CARD No AAVPK1834D, For self and as a POA holder for Confirming Party no 1. Mrs Vanashri vide POA dated 29/12/2017, executed before Notary Adv. Sanjay A. Gaonkar at Panjim , under Reg. No 1368/17 and for Pratibha Kenkre vide POA dated 29/12/2017 , executed before Notary Adv. Sanjay A. Gaonkar at Panjim , Under Reg. No 1369/17

Photo	Thumb Impression	Signature
		



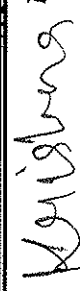
Sr No.	Witness Details	Signature
1	Sufal Kuttikar, D/o Anant Kuttikar , UnMarried, Indian, age 21 Years, Service, r/o H. No 136/12, Datteshwar Residency , Chimbhel Goa	
2	Vijay Naik , S/o Dinesh Naik , Married, Indian, age 35 Years, Service, r/o H. No 76/38 , Fertias Wado , Verla Canca , Bardez Goa	


Sub-Registrar
TISWADI - REGISTRAR
TISWADI

Book-1 Document
Registration Number PNJ-BK1-00403-2018
CD Number PNJD62 on
Date 09-02-2018


Sub-Registrar (Ilhas/Tiswadi)

**SUB-REGISTRAR
ILHAS**

Scanned By:- 

Signature:- 

Designed and Developed by C-DAC, ACTS, Pune

